

VOLUNTARY AGREEMENT

THIS AGREEMENT made this 5th day of May 1999, by and between A.K. FOODS, INC. t/a OLLIE'S RESTAURANT ("Applicant") and ADVISORY NEIGHBORHOOD COMMISSION 2F, BUREAU OF ECONOMIC ANALYSIS, 1090 VERMONT AVENUE NW ASSOCIATES LIMITED PARTNERSHIP and 1441 L STREET JOINT VENTURE ("Protestants").

WITNESSETH

WHEREAS, Applicant is the holder of a retailer's license class "CR" issued by the Alcoholic Beverage Control Board of the District of Columbia (the "Board") for premises located at 1426 L Street, NW, Washington, D.C. (the "Premises");

WHEREAS, Applicant has applied to the Board for approval of changes to its operation including the addition of entertainment and changes in its hours of operation;

WHEREAS, the Board has determined the changes proposed by Applicant to be substantial within the meaning of 23 D.C.M.R. §505 requiring the Applicant to demonstrate to the Board the appropriateness of the changes proposed;

WHEREAS, Protestants have protested the changes proposed by Applicant; and

WHEREAS, the parties have agreed to enter into this Agreement and to request the Board to approve of the changes requested by Applicant as modified hereinafter, conditioned upon Applicant's compliance with the terms of this written Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual covenants and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. Applicant's allowable hours of operation shall be 8:00 a.m. to 12:00 midnight, Sunday through Thursday, 8:00 a.m. through 2:00 a.m., Friday and Saturday, provided, however, Applicant shall not serve alcoholic beverages before 11:00 a.m. Applicant shall announce last call at least 15 minutes before closing. Nothing herein shall be construed to prohibit Applicant from seeking additional hours by requesting the Board to approve a subsequent substantial change.
3. Applicant may offer entertainment in the form of live or recorded music. Applicant shall not provide a dance floor for dancing by its patrons nor shall Applicant offer any other form of live entertainment, including dance performances, whether by employees or

independent contractors, or any performance of any kind by less than fully clothed performers.

4. From 9:00 p.m. until 15 minutes after closing, Friday and Saturday evenings, Applicant shall employ a door person who shall monitor the front door and the area immediately adjacent to the front door. The door person shall not be a manager, wait staff or have other duties associated with the servicing of customers inside the establishment. The door person shall check identification cards and monitor the sobriety of incoming patrons and shall otherwise maintain order in and around the front door of the establishment. The door person shall require any person who reasonably appears to be under the age of 30 to provide valid identification. Subject to limitations of applicable law, the front door person shall disperse any loiterers in the area and shall make his or her presence known such as to discourage unlawful or undesirable behavior.
5. Applicant shall not install or use any exterior sound amplification equipment of any kind. Noise from music or any other form of entertainment shall not be audible from outside of the establishment when the door of the premises is closed. Applicant's door shall remain closed except when persons are entering or exiting the premises and shall not be left open any time that noise emanating from the premises is audible from outside the premises.
6. If so requested by a protestant party to this Agreement, Applicant agrees to meet quarterly with a representative of the Advisory Neighborhood Commission 2F and the other Protestants or their representatives to discuss issues and solutions to problems concerning the operation of Applicant's business in the neighborhood.
7. Protestants hereby withdraw their protests and join with Applicant in requesting the Board to accept this Agreement as a condition to the approval of the amendments to Applicant's license.
8. The provisions of this Agreement shall become a part of the conditions of the license and shall remain in full force upon renewal or transfer of the license. The Applicant's material failure to implement the measures called for in this Agreement shall be just cause for the Board to immediately, upon notice and hearing, suspend or revoke Applicant's license.
9. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESS:

APPLICANT:

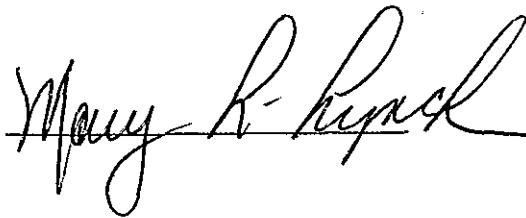
A.K. FOODS, INC. T/A OLLIE'S RESTAURANT

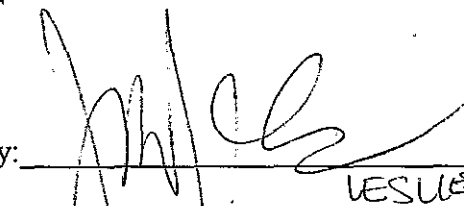


By: 

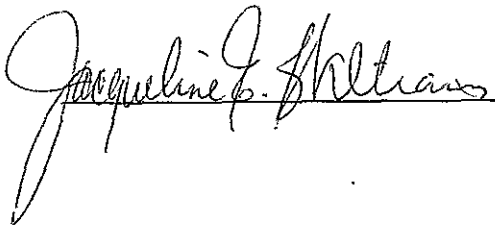
PROTESTANTS:


ADVISORY NEIGHBORHOOD COMMISSION
2F



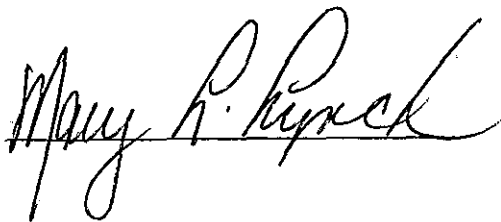
By: 
LESUE MILES, CHAIR

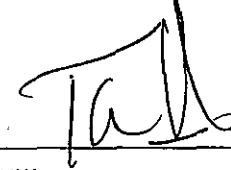
BUREAU OF ECONOMIC ANALYSIS



By: 

1090 VERMONT AVENUE NW ASSOCIATES
LIMITED PARTNERSHIP



By: 
Tom Wilbur
Senior Vice President
The John Akridge Management Company
Managing General Partner





1441 L STREET JOINT VENTURE

Rules Shy

By:

Scott Ogden
As Agent For Owner

J. SCOTT OGDEN

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**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

AK Foods, Inc.
t/a Ollie's Trolley

Application for a Retailer's License
CR -- substantial change
at premises
1426 L Street, N.W.
Washington, D.C.

Case No. 34198-99053P

Arthur J. Schultz, III, Protestant

Andrew J. Kline, Esquire, on behalf of Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair,

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

The applicant's request to amend his application to include entertainment and change in the hours of operation was protested and came before the Board for public hearing on April 13, 1999, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Arthur J. Schultz, III, filed a timely protest letter dated April 9, 1999.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated May 12, 1999, the protestant has agreed to withdraw the opposition, provided however, the Board's approval of the pending amendment to the application is conditioned.

Accordingly, it is this 21st day of JULY 1999, **ORDERED** that:

1. The protest of Arthur J. Schultz, III, be, and the same hereby, is **WITHDRAWN**;
2. The substantial changes to its operation, including the addition of entertainment and changes in its hours of operation for AK Foods, Inc. t/a Ollie's Restaurant, holder of a retailer's class CR license at premises 1426 L Street, N.W., Washington, D.C., be, and the same hereby, is **APPROVED**; and,

AK Foods, Inc.
t/a Ollie's Trolley
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3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**;

4. Copies of this Order shall be sent to the Protestant, the Attorney for the Applicant, and the Applicant.



Roderic L. Woodson, Esquire, Chair